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This solicitation is provided to you for information purposes only and is not an official document. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected and will not be considered for award.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert_zamarron@exec.state.hi.us. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

**STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII**

Legal Ad Date: July 28, 2000

**INVITATION FOR BIDS
No. IFB-01-007-SW**

**SEALED BIDS
FOR
FURNISHING AND DELIVERING OF
VIDEO CONFERENCING EQUIPMENT FOR
THE DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS**

**will be received up to and opened at 2:00 p.m. (H.S.T.)
on
August 17, 2000**

**in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street,**

Room 416, Honolulu, Hawaii 96813.

**Questions relating to this bid solicitation may be directed to Mr. Alvin
Washiashi at telephone (808) 586-0571, facsimile (808) 586-0570.**

Procurement Officer

Name of Company

IFB-01-007-SW

VIDEO CONFERENCING EQUIPMENT FOR
THE DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
IFB-01-007-SW

11/04/98

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

e-mail Address: _____

Exact Legal Name of Offeror

Payment address, if other than street
address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic. I.D. No.: _____

Street Address

Social Security or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of incorporation: Hawaii ☐ *Other ☐ _____

*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following bid is hereby submitted:

Offeror shall enter the corresponding Group Total Sum Bid Prices from the appropriate Offer Form pages.

SUMMARY

<u>PRICE</u>	<u>TOTAL SUM BID</u>
<u>PURCHASE AND SERVICING OF VIDEO CONFERENCING SYSTEM FOR ONE-STOP CAREER CENTER, WORKFORCE DEVELOPMENT DIVISION (WDD), DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS</u>	
GROUP I: OAHU	\$ _____
GROUP II: HAWAII	\$ _____
GROUP III: MAUI	\$ _____
GROUP IV: KAUAI	\$ _____
GRAND TOTAL SUM BID – GROUPS I - IV:	\$ _____

Offeror _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP I. OAHU

**WDD-Administrative Office
830 Punchbowl Street, Room 329
Honolulu, HI 96813**

**Phone: (808) 586-8813
Fax: (808) 586-8822**

1. One (1) only
Polycom View Station MP
w/4 ISDN Lines, or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

2. One (1) only
Polycom Stream Station, or
pre-approved acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

3. One (1) only
Canon Video Visualizer RE 350, or
pre-approved acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

4. One (1) only
32" Video Color Monitor, compatible
with Items 1, 2, and 3 above

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

5. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

Offeror _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP I. OAHU – continued

6. One (1) only
Adtran ACE Triple - BRI, ISDN NT
Part No. 1200236L1 or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

**WDD-Honolulu Office
830 Punchbowl St., Rm. 112
Honolulu, HI 96813**

**Phone: (808) 586-9066
Fax: (808) 586-8822**

7. One (1) only
Polycom View Station MP w/4 ISDN
Lines, or pre-approved acceptable
product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

8. One (1) only
Polycom Stream Station, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

9. One (1) only
Canon Video Visualizer RE 350, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

10. One (1) only
32" Video Color Monitor compatible
with Items 7, 8, and 9 above

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

Offeror _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP I. OAHU – continued

11. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

12. One (1) only
Adtran ACE Triple - BRI, ISDN NT
Part No. 1200236L1 or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

WDD-Waipahu Office
94-275 Mokuola St., Rm. 300
Waipahu, HI 96797

Phone: (808) 586-9066
Fax: (808) 586-8822

13. One (1) only
Polycom View Station MP
w/1 ISDN Lines, or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

14. One (1) only
Canon Video Visualizer RE350 or,
pre-approved acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

15. One (1) only
32" Video Color Monitor, compatible
with Items 13 and 14 above

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

Offeror _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP I. OAHU – continued

16. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

**WDD-Kaneohe Office
45-1141 Kam Hwy., #202
Kaneohe, HI 96744**

**Phone: (808) 586-9066
Fax: (808) 586-8822**

17. One (1) only
Polycom View Station MP
w/1 ISDN Lines, or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

18. One (1) only
Canon Video Visualizer RE 350, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

19. One (1) only
32" Video Color Monitor, compatible
with Items 17 and 18 above

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

20. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

Offeror _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP I. OAHU- continued

WDD-Kapolei Office
601 Kamokila Blvd., #558
Kapolei, HI 96707

Phone: (808) 586-9066
Fax: (808) 586-8822

21. One (1) only
Polycom View Station MP
w/1 ISDN Lines, or pre-approved
acceptable product

Brand Name and Part No. \$ _____ \$ _____ \$ _____

22. One (1) only
32" Video Color Monitor, compatible
with item 21 above

Brand Name and Part No. \$ _____ \$ _____ \$ _____

23. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

Brand Name and Part No. \$ _____ \$ _____ \$ _____

GROUP I: TOTAL SUM BID - OAHU: \$

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP II. HAWAII

**WDD-Hilo Office
777 Kilauea Ave., #121
Hilo, HI 96720**

**Phone: (808) 974-4126
Fax: (808) 974-4125**

24. One (1) only
Polycom View Station MP
w/4 ISDN Lines, or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

25. One (1) only
Polycom Stream Station, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

26. One (1) only
Canon Video Visualizer RE 350, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

27. One (1) only
32" Video Color Monitor, compatible
with Items 24, 25 and 26 above

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

28. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
GROUP II. <u>HAWAII</u> – continued				
29.	One (1) only Adtran ACE Triple - BRI, ISDN NT Part No. 1200236L1 or pre-approved acceptable product	\$ _____	\$ _____	\$ _____

	Brand Name and Part No.			
	WDD-Kona Office 74-5565 Luhia St. Kailua-Kona, HI 96740		Phone: (808) 327-4770 Fax: (808) 327-4774	
30.	One (1) only Polycom View Station MP w/4 ISDN Lines, or pre-approved acceptable product	\$ _____	\$ _____	\$ _____

	Brand Name and Part No.			
31.	One (1) only Polycom Stream Station, or pre-approved acceptable product	\$ _____	\$ _____	\$ _____

	Brand Name and Part No.			
32.	One (1) only Canon Video Visualizer RE 350, or pre-approved acceptable product	\$ _____	\$ _____	\$ _____

	Brand Name and Part No.			
33.	One (1) only 32" Video Color Monitor, compatible with Items 30, 31, and 32 above	\$ _____	\$ _____	\$ _____

	Brand Name and Part No.			

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
GROUP II. HAWAII – continued				
34.*	One (1) only Telesync TS256 SW56/ISDN Adapter, or pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
35.	One (1) only Adtran ACE Single - BRI, ISDN NT Part No. 1203019L1 or pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
36.	One (1) only Adtran ACE Triple - BRI, ISDN NT Part No. 1200236L1 or pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
GROUP II: TOTAL SUM BID - HAWAII				\$ _____

*This item number is applicable only if ISDN lines are not available in the Kona area.

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP III. MAUI

**WDD-Wailuku Office
2064 Wells St., #108
Wailuku, Maui, HI 96793**

**Phone: (808) 984-2091
Fax: (808) 984-2090**

37. One (1) only
Polycom View Station MP
w/4 ISDN Lines, or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

38. One (1) only
Polycom Stream Station, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

39. One (1) only
Canon Video Visualizer RE 350, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

40. One (1) only
32" Video Color Monitor, compatible
with Items 37, 38 and 39 above

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

41. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1200236L1 or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
GROUP III. MAUI – continued				
42.	One (1) only Adtran ACE Triple - BRI, ISDN NT Part No. 1200236L1 or -pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
	WDD-Kaunakakai Office 55 Makaena Street Kaunakakai, Molokai, HI 96748		Phone: (808) 553-1754 Fax: (808) 553-5213	
43.	One (1) only Polycom View Station MP w/1 ISDN Lines, or pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
44.	One (1) only Canon Video Visualizer RE 350, or pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
45.	One (1) only 32" Video Color Monitor, compatible with items 42 and 43 above			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			
46.	One (1) only Adtran ACE Single - BRI, ISDN NT Part No. 1203019L1 or pre-approved acceptable product			
	_____	\$ _____	\$ _____	\$ _____
	Brand Name and Part No.			

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
GROUP III. <u>MAUI</u> - continued				
	Lanai Education Center (Maui Community College) 29 7th Street Lanai City, Lanai, HI 96763		Phone: (808) 565-7266 Fax: (808) 565-7269	

47. One (1) only
Polycom View Station 128
w/1 ISDN Lines, or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

48. One (1) only
32" Video Color Monitor, compatible
with item 47 above

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

49. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L1 or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

GROUP III: TOTAL SUM BID – MAUI \$_____

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP IV. KAUAI

**WDD-Lihue Office
3100 Kuhio Hwy., Suite C-9
Lihue, Kauai, HI 96766**

**Phone: (808) 274-3056
Fax: (808) 274-3059**

50. One (1) only
Polycom View Station MP
w/4 ISDN Lines, or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

51. One (1) only
Polycom Stream Station, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

52. One (1) only
Canon Video Visualizer RE 350, or
pre-approved acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

53. One (1) only
32" Video Color Monitor, compatible
with Items 7, 8, 9 above

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

54. One (1) only
Adtran ACE Single - BRI, ISDN NT
Part No. 1203019L or pre-approved
acceptable product

_____ \$ _____ \$ _____ \$ _____
Brand Name and Part No.

Offeror: _____
Name of Company

Item No.	Description	Purchase Bid Price (A)	Annual Service Contract (B)	Total Bid Price (A + B)
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GROUP IV. KAUAI - continued

55. One (1) only
Adtran ACE Triple - BRI, ISDN NT
Part No. 1200236L1 or pre-approved
acceptable product

_____ \$_____ \$_____ \$_____
Brand Name and Part No.

GROUP IV: TOTAL SUM BID – KAUAI: \$_____

Offeror: _____
Name of Company

Offeror shall refer to **OFFEROR QUALIFICATION, SPECIAL PROVISIONS**, page SP-2 and provide the following information:

EXPERIENCE AND REFERENCES:

Offeror has performed in the State of Hawaii work similar to that specified herein during the one (1) year period immediately prior to bid opening: ____ Yes ____ No

References to substantiate the above:

Names and addresses of companies or government agencies for which Offeror has provided or is currently providing video conferencing equipment and services:

1. Name: _____
Address: _____
Contact person: _____ Phone No. _____
Period of work: _____
2. Name: _____
Address: _____
Contact person: _____ Phone No. _____
Period of work: _____
3. Name: _____
Address: _____
Contact person: _____ Phone No. _____
Period of work: _____

SERVICE AND PARTS FACILITY IN THE STATE OF HAWAII:

If Offeror has facilities on more than one island in the State of Hawaii, please provide the information for each location.

1. Name of Company: _____
Address: _____
Telephone: _____ Facsimile No.: _____
2. Name of Company: _____
Address: _____
Telephone: _____ Facsimile No.: _____
3. Name of Company: _____
Address: _____
Telephone: _____ Facsimile No.: _____

Offeror: _____
Name of Company

4. Name of Company: _____
Address: _____
Telephone : _____ Facsimile No.: _____
5. Name of Company: _____
Address: _____
Telephone: _____ Facsimile No.: _____
6. Name of Company: _____
Address: _____
Telephone: _____ Facsimile No.: _____

SERVICE PERSONNEL:

Full-time factory-trained and certified technicians to service the equipment offered herein:

- | | | |
|----|------------|----------------------------|
| 1. | Name _____ | Years of Experience: _____ |
| 2. | Name _____ | Years of Experience: _____ |
| 3. | Name _____ | Years of Experience: _____ |
| 4. | Name _____ | Years of Experience: _____ |

Offeror: _____
Name of Company

SPECIFICATIONS

EQUIPMENT SPECIFICATIONS

General. The video conferencing system listed is manufactured by Polycom and requires Canon, Telesync and Adtran components. At a minimum, any other proposed system must:

1. Include an embedded Web server and Ethernet hub to provide capabilities for remote system management and diagnostics and simple software upgrades via the Internet/Intranet,
2. Be a web-based integrated presentation system, have Auto-ISDN and Auto-IP features that provide quick installation and set up,
3. Support H-263+ video compression algorithm at all data rates.

All equipment listed as part of the video conferencing system must work together and shall be furnished, delivered and installed by the Contractor. Video conferencing systems that are equivalent to this system may be offered provided the products are pre-approved by the State (refer to SPECIAL PROVISIONS page SP-5).

Detailed. The equipment offered shall meet the following at a minimum.

Polycom View Station MP or pre-approved acceptable product

Allows multi-point video conferencing at 512kbps with a maximum of four ISDN lines, but furnished as specified.

Quantity: Total of ten (10); one (1) each for the following locations:

Administration Ofc.	Kauai Br.	-Lihue Ofc.
Oahu Br.	Maui Br.	- Wailuku Ofc.
- Honolulu, Ofc.		- Kaunakakai Ofc.
- Kaneohe Ofc.	Hawaii Br.	- Hilo Ofc.
- Waipahu Ofc.		- Kona Ofc.
- Kapolei Ofc.		

Polycom Stream Station or pre-approved acceptable product

Allows up to 40 users to join video conference from their PC using only a web browser and Real Player G-2.

Quantity: Total of six (6); one (1) each for the following locations:

Administration Ofc.	Hawaii Br.	- Hilo Ofc.
Oahu Br.		- Kona Ofc.
- Honoluulu Ofc.		
Kauai Br.		
- Lihue Ofc.		
Maui Br.		
- Wailuku Ofc.		

Polycom View Station 128 or pre-approved acceptable product

Allows video conferencing with one ISDN line upgradeable to 4 ISDN lines.

Quantity: Total of one (1) to Maui Br.- Lanai.

Canon Video Visualizer RE-350 Presentation Camera or pre-approved acceptable product

Color presentation camera with Focus Follow Zoom Technology for document viewing during video conferencing.

Quantity: Total of nine (9); one (1) each to the following locations:

Administration Ofc.		Maui Br.	- Wailuku Ofc.
Oahu Br.	- Honolulu Ofc.		- Kaunakakai Ofc.
	- Waipahu Ofc.	Hawaii Br.	- Hilo Ofc.
	- Kaneohe Ofc.		- Kona Ofc.
Kauai Br.	- Lihue Ofc.		

32" Color Video Monitor or equivalent

Quantity: Total of eleven (11); one (1) each to the following locations:

Administration Ofc.		Maui Br.	- Wailuku Ofc.
Oahu Br.	- Honolulu Ofc.		- Kaunakakai Ofc.
	- Kaneohe Ofc.		- Lanai
	- Waipahu Ofc.	Hawaii Br.	- Hilo Ofc.
	- Kapolei		- Kona Ofc.
Kauai Br.	- Lihue Ofc.		

Adtran ACE Single – BRI, ISDN NT Part No. 1203019L1 or pre-approved acceptable product

Quantity: Total of eleven (11); one (1) each to the following locations:

Administration Ofc.		Maui Br.	- Wailuku Ofc.
Oahu Br.	- Honolulu Ofc.		- Kaunakakai Ofc.
	- Kaneohe Ofc.		- Lanai
	- Waipahu Ofc.	Hawaii Br.	- Hilo Ofc.
	- Kapolei		- Kona Ofc.
Kauai Br.	- Lihue Ofc.		

Adtran ACE Triple – BRI, ISDN NT Part No. 1200236L or pre-approved acceptable product

Quantity: Total of six (6); one (1) each to the following locations:

Administration Ofc.		Maui Br.	- Wailuku Ofc.
Oahu Br.	- Honolulu Ofc.	Hawaii Br.	- Hilo Ofc.
Kauai Br.	- Lihue Ofc.		- Kona Ofc.

***Telesync TS-256 SW56/ISDN Adapter or pre-approved acceptable product**

Enables ISDN-BRI video conferencing systems to interact with Switched 56 service.

Quantity: Total of one (1) to Hawaii Branch-Kona Ofc., subject to *.

***This item number is applicable only if ISDN lines are not available in the Kona**

area.

SERVICE CONTRACT

Service and Parts Facility. During the term of this contract, and any extensions, the Contractor shall maintain in the State of Hawaii a service and parts facility meeting the Offeror Qualification for service and parts facility required by the Special Provisions, page SP-2. The facility shall have service personnel as required herein and an inventory of spare parts sufficient for maintaining and repairing the equipment contracted herein.

Service Personnel. The Contractor shall have at least four (4) full-time factory-trained and certified technicians meeting the Offeror Qualification for service personnel required by the Special Provisions, page SP-2.

Service Requirements. The Contractor shall provide *on-call repair service* for equipment listed herein at each installation site.

The Contractor shall perform repairs that will restore the equipment to working order. All repairs shall be in accordance with manufacturer's guidelines, instructions, manuals, standards, and procedures. The Contractor shall furnish all labor, tools, equipment, parts, transportation, and supervision required to service the equipment.

The service shall include lubrication, adjustments, and replacement of worn or malfunctioning parts, all as deemed necessary in accordance with manufacturer's guidelines, instructions, manuals, standards, and procedures.

The Contractor is responsible for the disposal of any malfunctioning parts removed from the agency's equipment.

Parts Requirements. The Contractor shall provide replacement parts that are new or equivalent to new in performance and function. All parts must meet or exceed original equipment manufacturer's performance and quality specifications for each individual model, and must require no physical modifications or agency equipment modifications at any time including during installation. The agency reserves the right to reject any part or component found not to be 100% compatible.

Agencies participating in the "requirements contract" portion may require original equipment manufacturer replacement parts (OEM). The Contractor must inform the agency if unable to provide this type of support for the specific piece of equipment at the time of the service.

The Contractor is responsible for the disposal of any malfunctioning parts removed from the agency's equipment.

Response Time. Technicians shall be available from 8:00 a.m. to 5:00 p.m. Hawaii Standard Time, Monday through Friday, except for State holidays. The service shall include all parts and labor to repair or replace the malfunctioning parts.

Contractor's technicians shall call back within one (1) hour after the initial trouble call. If the call results in the need for on-site assistance, Contractor's technician(s) shall respond on-site within twenty four (24) hours, unless other arrangements have been made

with the State during the call back conversation.

The Contractor shall complete all repairs within forty-eight (48) hours of the initial trouble call. If the Contractor cannot comply, the Contractor must submit to the State a written request for extension including a written explanation for the delay. The State must approve this request for extension.

Service Repair Reports. *The Contractor shall furnish a service repair report upon completion of each service call, to the supervisor at the equipment site. The report shall include, but is not limited to, the following:*

1. Date and time Contractor was notified;
2. Date and time of Contractor's personnel arrival;
3. Type and model number(s) of equipment repaired;
4. Time spent for repair;
5. Description of malfunction;
6. List of parts replaced;
7. Signature of person performing repair/maintenance; and
8. Date and time of turn over of equipment to the agency for use and signature of person accepting service performance for State.

The Contractor shall furnish summarized service repair reports by office or branch, by island and by category of equipment on a quarterly basis. The reports shall include:

1. Department;
2. Island;
3. Class of service;
4. Category of equipment; and
5. Quantity of equipment within category.

This report must be submitted to the Contract Administrator within (fifteen) 15 working days of the end of the quarter.

Safeguard Data. Due to the confidential and critical nature of the agency's data, Contractor shall ensure appropriate safeguards are taken to protect the confidentiality of this data.

Additional Services. The following additional services shall be provided at no additional cost:

1. Preventive maintenance during repairs;
2. Time spent by service personnel at the site awaiting the arrival of parts;
3. Remedial service occasioned by the recurrence of the same malfunction repaired in the preceding forty-eight (48) hour period; and
4. Initial registration and certification of the working order of equipment by the Contractor.

INSTALLATION AND TRAINING

The Contractor shall furnish, deliver, install and test all components including ISDN lines to ensure that the system is operating properly. At least one (1) staff person at each installation site shall be trained in the operation of the video conferencing system. The Contractor shall provide the training at the installation site.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
DLIR-WDD	=	Department of Labor and Industrial Relations, Workforce Development Division
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals

SCOPE

The scope of this contract shall be accomplished in accordance with these Special Provisions, the attached Specifications, and the GTC included by reference and made a part hereof. Copies of the GTC are available at the SPO, the DAGS District Offices on the neighbor islands and on the internet at <http://www.state.hi.us/dags/icsd/spo.html>.

The purpose of this contract is two-fold:

1. To purchase firm quantities of video conferencing equipment listed in the Offer Form pages for the DLIR-WDD on the Islands of Oahu and Hawaii, Maui, Lanai, Molokai and Kauai; and

To establish a twelve-month service contract for the DLIR-WDD video conferencing equipment to commence immediately upon expiration of the equipment warranty. Term of the service contract shall be twelve (12) months and may be extended by mutual agreement under the same terms and conditions, without rebidding, for two (2) additional twelve (12) month period or portions thereof.

2. To establish a "requirements contract" from which equipment and annual service contracts listed in the Offer Form pages are purchased on an "as needed basis" at the same prices quoted therein for a twelve-month period. The applicable prices shall be determined by the island to which delivery is made.

Term of the requirements contract shall be twelve (12) months beginning September 1, 2000 and ending August 31, 2001 and may be extended by mutual agreement without rebidding under the same terms and conditions for two (2) additional twelve (12) month periods or portions thereof.

SCOPE (continued)

Pursuant to HAR §3-128-3 the Department of Labor and Industrial Relations, Workforce Development Division, Department of Taxation, and the Rural Development Project for Kauai, Hawaii and Maui Community Colleges have agreed to commit to the requirements contract. The agencies agree to purchase all of their requirements from the contract as the needs arise during the contract period. However, if the quality level or product design of listed items is not suited to the agency's purpose, the agency in consultation with the Procurement Officer may grant an exception to this commitment.

The Contractor or the State may terminate the extended requirements or service contract, or any portions thereof, at any time upon sixty (60) days prior written notice, subject to the termination provisions in the GTC.

CONTRACT ADMINISTRATOR

For purposes of this contract, with the exception of the requirements contract portion, Ms. Merle Watanabe, Department of Labor and Industrial Relations, Workforce Development Division, acting either directly or through her authorized representative, is designated Contract Administrator. The telephone number at which she may be reached is (808) 586-8820.

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding the Offeror's authority to sell a product. If there is a question or doubt regarding the Offeror's right or ability to obtain and sell a product, the Offeror should resolve that question prior to submitting an offer. If a product offered meets the requirements of this IFB and the price submitted is the lowest price, the contract will be awarded to the Offeror.

OFFEROR QUALIFICATION

Experience and References. The Offeror must have been doing business in the State of Hawaii for the one (1) year period immediately prior to bid opening, performing work similar to that specified herein. Offeror shall provide on the appropriate Offer Form page the requested information on its references for whom work has been provided. The State reserves the right to contact any of the listed companies to inquire about the Contractor's performance.

Service and Parts Facility. At the time of bid submittal and during the contract period, if awarded the contract, Offeror shall have a factory-authorized service and parts facility in the State of Hawaii qualified to service the equipment offered herein at the respective sites.

Service Personnel. At the time of bid submittal and during the contract period, if awarded the contract, Offeror shall have a minimum of four (4) full-time factory-trained and certified technicians to service the equipment offered herein. The technicians shall separately have a minimum of one (1) year experience servicing equipment similar to the equipment offered herein. The names of the technicians and years of experience shall be listed on the appropriate Offer Form page. Proof of meeting this requirement shall be submitted upon request within two (2) days.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1.

Failure to do so may delay proper execution of the contract. If the Offeror is, for example, a corporation, please do not insert in the space provided for the "Exact Legal Name of Offeror", the name of the person acting on behalf of the corporation.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Wage certificate. Refer to Section 2.8 of the GTC. The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.

Bid Quotation. Bid prices shall be the all-inclusive price to include but not be limited to delivery to destination, all warranties, all applicable taxes, and any and all other costs incurred. No other charges shall be honored by the State. Offeror must bid on all groups and all items with the group to qualify for award.

In the event updated versions of the equipment on the price list become available at comparable prices, the State shall have the option of substituting the updated equipment at the price listed or at the lower price.

Offer Guaranty. AN OFFER GUARANTY IS NOT REQUIRED FOR THIS IFB.

Tax Clearance. Pursuant to §103D-328, HRS, successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

To facilitate this requirement, Offeror is urged to submit a valid tax clearance certificate together with the offer. However, if this is not feasible, the certificate should be applied for at DOTAX or the IRS and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis prior to award of the contract, an offer otherwise responsive and responsible may be rejected and not considered for award.

The certificate is valid for six months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (rev. 1998) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

BID PREPARATION (continued)

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/tax.html>

DOTAX Forms by Mail: (808) 587-7572
1-800-222-7572

DOTAX Forms by Fax: (on Oahu) (808) 587-7572
(outside Oahu) (808) 678-0522

Completed tax clearance applications may be mailed to one of the district tax offices listed on the application or faxed to one of the following numbers:

IRS:		(808) 541-1976
DOTAX:	Oahu	(808) 587-1720 or (808) 587-1488
	Maui	(808) 984-8522
	Kauai	(808) 274-3461
	Hawaii	(808) 974-6300

(If mailed, out-of-state offerors should send their application to DOTAX Oahu District Office.)

NOTE: Contractor is required to submit a tax clearance certificate for final payment on the contract. Refer to INVOICING AND PAYMENT of these special provisions.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, Offerors may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available at the SPO upon request.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached Tax Equalization Certificate, is liable for the GET and applicable use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the Tax Equalization Certificate, drop ships the goods required herein and subcontracts the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

BID PREPARATION (continued)

Failure to complete the certificate and to furnish the name(s) of subcontractor(s), if any, may result in the rejection of the offer or application of the tax equalization provision below.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Pre-approved Acceptable Products Only. Offerors shall bid only on the brands listed in the Specifications and the Offer Form pages unless a substitute product receives pre-approval as an "acceptable product" by the State prior to the bid opening date. However, offers for the video color monitors shall not require pre-approval, i.e., this provision does not apply.

It is not the State's intent to exclude or limit the products of any responsible manufacturer, if such products are equal or better than equipment specified herein. The use of a brand name and model number for items listed in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Therefore, prospective Offeror interested in offering a brand and/or model number not already listed in the Specifications should submit a request for pre-approval by the State as follows:

1. Submit a written request for pre-approval of a product, in duplicate, together with two (2) sets of technical brochures and/or other pertinent specification information, and if any, two (2) copies of a statement of variances.
2. Submit the above to Alvin Washiashi of the SPO, 1151 Punchbowl Street, Room 416, *by 4:30 p.m., August 8, 2000.*

The statement of variances, if any, must list all features of the proposed product that differ from the specifications and/or product(s) specified and must further certify that the product proposed has no other variant features. The brochures shall be clearly marked showing the make, model, size, options, etc. and must include sufficient evidence to enable the State to evaluate each feature listed as a variance, if any. Should an unlisted variance be discovered upon review of the product literature, the penalty shall be immediate rejection of the request for product pre-approval.

Any product determined by the SPO, upon evaluation, to be an acceptable equal, will be listed on an addendum issued five (5) days prior to the bid opening date. If an Offeror offers a product without the State's pre-approval and the item requires pre-approval, the product shall not be considered for award.

Brochures and/or Specifications. For the video color monitors, two (2) sets of brochures and/or specification literature verifying that the equipment offered conforms to the requirements of the IFB shall be submitted with the bid. Offeror shall indicate which pages in the brochures demonstrate that the proposed items meet the specifications. Failure to submit such material may be cause for rejection of bid.

BID PREPARATION (continued)

Other brochures and/or specification literature (such as operating manuals, etc.) shall be submitted upon request. If requested, such brochures and/or specifications shall be delivered within two (2) days.

Brand Name and Number. For all items Offeror shall identify the exact brand or manufacturer name and exact product model number, order number, or other identifier(s) of each product offered. Failure to do so or the inclusion of remarks such "as specified" for a single item may result in rejection of the entire bid. If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. Complete product identification is required regardless of an item's status as a pre-approved acceptable product.

Original Bid and Copies to be submitted. Offeror shall submit one (1) original bid marked "Original" and two (2) copies. It is imperative to note that Offeror must submit only one original and two copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this IFB, or meaning of the Specifications, Special Provisions, GTC or evaluation and selection shall be communicated in writing by *August 8, 2000* to:

State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
Attention: Mr. Alvin Washiashi
Facsimile: (808) 586-0570

Offeror may provide its express mail service account number or e-mail address so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available in a timely manner, however, the State is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

QUALITY

Equipment furnished under this IFB shall be new and with warranties applicable to new equipment. All equipment supplied shall be labeled and/or embossed with the manufacturer's name, logo, serial number, and/or part number. It shall be free from defects that may render it unfit to use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon it by the contract.

The State may, at any time, by written order, stop the delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its work within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

WARRANTY

The Contractor shall guarantee all items furnished herein for a minimum period of one (1) year after acceptance by the State or for the period guaranteed by the manufacturer, whichever is longer.

The warranty for all items shall protect the State user agency against defects resulting from the use of defective or inferior materials, against defects resulting from negligent workmanship, and against all design and manufacturing defects.

The Contractor shall replace or repair, at the user's site of the installed product, any defective workmanship and/or materials. Replacement parts shall be of equal or better quality and installed at no cost to the State during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

Only parts that are manufacturer authorized shall be used in warranty repair to insure continued warranty coverage. All parts shall be of new manufactured condition. Reconditioned parts will not be acceptable.

PRICING INFORMATION AND ADJUSTMENT

No price increase will be allowed during the term of this contract, however in the event of a general price decrease, the State shall be entitled to reductions given to similar customers. The Contractor shall notify the State within five (5) business days of any price reduction.

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible Offeror submitting the lowest Grand Total Sum Bid for Groups I through IV. Offeror must bid on all groups and all items in each group to qualify for award.

FEDERAL FUNDS

It is understood and agreed to by all offerors that the contract resulting from this IFB shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

CONTRACT EXECUTION

The successful Offeror shall be required to enter into a formal written contract. Performance and payment bonds are not required for this IFB. Upon execution of the contract, the State will issue a Notice to Proceed specifying the contract commencement date for the DLIR-WDD firm quantities portion of the contract.

No work for the DLIR-WDD portion of the contract shall be undertaken by the successful Offeror prior to the commencement date specified on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

CONTRACT EXECUTION (continued)

For the requirements contract portion, the Contract shall receive purchase orders from the participating agencies, as need for the items arises during the period September 1, 2000 through August 31, 2001, or as extended.

DELIVERY

Delivery of all items shall be completed within thirty (30) calendar days of the official commencement date on the Notice to Proceed or the receipt of the purchase order in the case of purchase under the requirements contract. Delivery shall be to the locations specified herein or as specified in the purchase order. Contractor shall contact the Contract Administrator, or the respective ordering agency in the case of purchase under the requirements contract, to arrange for delivery.

INVOICING AND PAYMENT

For the DLIR-WDD firm quantities portion of the contract, the Contractor shall submit an original and three (3) copies of the invoice to:

Department of Labor and Industrial Relations
830 Punchbowl Street, Room 329
Honolulu, Hawaii 96813
Attention: Ms. Merle Watanabe

Invoices for equipment purchased under the requirements contract shall be submitted in the same manner except to the respective ordering agency.

Payment shall be made to the Contractor at the contracted price(s) upon certification by the State that the Contractor has satisfactorily delivered the awarded items as per the Specifications, and Special Provisions contained herein.

For the annual service contract, the State agrees to prepay for the services upon receipt of invoice from the Contractor.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of the invoice or satisfactory delivery of goods or performance of services, to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Offeror and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute.

For the DLIR-WDD firm quantities portion of the contract a tax clearance certificate with an original green certified copy stamp must accompany the invoice for final payment on the contract and cannot be more than two months old.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages is fixed at the sum of THIRTY DOLLARS (\$30.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion. Liquidated damages may be deducted from any payments due or become due to the Contractor.

DELIVERY EXTENSION

Contractor shall complete delivery within the time specified in the contract. If the Contractor fails to deliver within the time specified, liquidated damages in accordance with the LIQUIDATED DAMAGES provision below shall apply. However, Contractor shall not be held responsible for the delay provided he notifies the Procurement Officer in accordance with GTC Section 6.11 TERMINATION FOR DEFAULT, subsection (D) Excuse for nonperformance or delayed performance, and the reason for the delay is one of the allowable causes for delay as provided for in Section 6.11 (D).

GTC Section 6.11 (D) is amended to include delay due to reason(s) beyond the control of the Contractor as a cause for delay for which the Contractor shall not be deemed

to be in default. The Procurement Officer shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether the extension will be granted. No such extension, however, shall be deemed a waiver of the right of the State to terminate the contract or to assess liquidated damages for delays not covered by specific authorized extension.

Section 6.11 (D), second paragraph, last sentence, is replaced by the following:

"If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements."

FAILURE TO DELIVER

The Contractor is obliged to deliver products awarded in this contract in accordance with the terms and conditions herein. If a Contractor is unable to deliver the products under this contract, it shall be the Contractor's responsibility to obtain prior written approval of the Contract Administrator or the respective ordering agency to deliver an acceptable substitute at the contract price quoted, or provide loaners at no cost to the State until equipment or parts ordered arrive at the site. The Contract Administrator or the respective ordering agency shall have the option to decide which action to take and it shall be the Contractor's responsibility to obtain the necessary equipment or part(s). In the event a Contractor consistently needs to substitute, refuses to substitute products or provide loaner equipment, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ELECTRONIC COMMERCE / PROCUREMENT

The State desires to implement an e-commerce method i.e., e-procurement to order goods and services. The State currently relies on manual systems to identify products or services for procurement and to process purchase orders and invoices for payment. The system is time consuming and costly. E-procurement is a cost-effective and efficient method for ordering goods and services and for making payments to our contractors.

E-procurement involves restructuring of our procurement systems and the development of computer networks to exchange order and payment data. The State currently lists solicitations on the Internet at www.state.hi.us/icسد/dags/spo.html; however, we have no further interaction on the Internet with interested vendors. One phase of e-procurement would call for developing electronic databases of solicitations, product pricing information, electronic signatures, and other pertinent procurement information so that vendors can view and respond to solicitations over the Internet.

Another phase of e-procurement would directly involve your company as a contractor with the State. We are looking to our contractors to have their goods and services on the Internet so that our agencies can order electronically. This could involve an Extranet (government agency access only), a purchase order or requisition form to complete, a listing of goods and services and prices, delivery terms, etc. Method of payment may be by invoice or credit card.

We have included a questionnaire at the end of this solicitation for you to complete and return with your sealed offer or by facsimile. Please take a few minutes and tell us what your plans for the Internet are even if you decide not to participate in this offer. You may fax your response to 808-586-0570.

ADDITIONS AND EXCEPTIONS TO THE GTC

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

ADDITIONS AND EXCEPTIONS TO THE GTC (continued)

GTCs Not Applicable. Sections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also §2.10 and 2.13 which apply specifically to the IFB method of source selection are not applicable to RFPs.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. GTC §2.5, paragraph four, is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

ADDITIONS AND EXCEPTIONS TO THE GTC (continued)

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1998-03, dated November 17, 1998, included herein by reference and made a part hereof. Three new bond forms issued as part of the directive, "Combination Performance and Payment Bond", "Performance Bond (Surety) for Supplemental Agreement for Goods and Services", and "Performance Bond for Supplemental Agreement for Goods and Services", are made a part of the GTC. Copies of the bond forms are available at the SPO.

Managed Process Review. Any Agreement resulting from this solicitation entered into between July 20, 1998 and July 1, 2001, and extends beyond June 30, 2001, is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws. 785, 787. Pursuant to the managed process review, the Agreement may be cancelled, continued, or extended by the State.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Refer to §2.8 of the GTC that addresses §103-55, HRS. Section 103-55, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

WAGE CERTIFICATE July 1, 1999

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u>
(check only one) | <u>No</u> |
|---|--------------------------------|-----------|
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

Questionnaire on E- Commerce/Procurement (See Special Provisions):

(May be included with your sealed offer or faxed separately to 808-586-0570)

TO: The State Procurement Office (SPO-CP)

FROM: Company:_____ Date:_____

Representative:_____ Phone No._____

Products/Services provided:_____

1. We currently have a Web Site address: _____

2. Customer may _____/may not _____ place orders through our Web Site.

3. Our plans for the Internet are as follows: (Please include whether your plans will or will not allow your customers to order goods and services from your company over the Internet and a future target date).

4. We currently have no plans for a Web Site on the Internet _____.

Thank you for your cooperation.

Comments:

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII
August 7, 2000
ADDENDUM A
TO INVITATION FOR BIDS
NO. IFB-01-007-SW
FOR FURNISHING AND DELIVERING OF
VIDEO CONFERENCING EQUIPMENT FOR
THE DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

The following changes are hereby made to the IFB:

- 1) Bid Opening Date: FROM: August 17, 2000, 2:00 p.m.
TO: August 28, 2000, 2:00 p.m.
- 2) Pre-approved Acceptable Products and Written Inquiry Deadlines:
FROM: August 8, 2000
TO: August 14, 2000, 4:30 p.m.

ROBERT J. GOVERNS, CPPB
Procurement Officer